

agreed that all manure waste material produced or resulting from the broilers shall be the sole property and responsibility of the Grower from and after its production or creation. ConAgra agrees to indemnify and hold Grower harmless from and against any claims, damages or liabilities for personal injury or property damage arising out of the sole negligence of ConAgra in the performance of ConAgra's duties hereunder.

8. All actions and proceedings with regard to the Agreement, including arbitration as hereafter provided, shall be exclusively filed, heard and resolved in Coffee County, Alabama for the purpose of jurisdiction and venue. The laws of Alabama shall exclusively apply and govern this Agreement.
9. This Agreement voids and nullifies any and all previous Broiler Agreements entered into by the parties.
10. That in the event the parties hereto shall fail to perform their obligation hereunder the same shall not constitute a breach of this Agreement, when and while, and to the extent that such failure shall be caused by an act of God, fire, riot, work stoppage, war, compliance with acts or requests of any Governmental authority, or by any cause beyond the reasonable control of the non-performing party.
11. ConAgra may terminate this Agreement during its term, if for any nine (9) consecutive broiler flocks grown by Grower, more than 1/2 of the flocks produced by Grower are ranked in the poorest (highest cost) 25% compared to the "Weighted Average Formula Cost".
12. All claims between Grower and ConAgra arising out of this Agreement shall be submitted to arbitration. The following procedure shall apply:
 - (a) Either party may demand arbitration in writing within ten (10) days after the alleged claim was known or reasonably should have been made known. Such demand shall include the name and address of the arbitrator appointed by the party demanding arbitration.
 - (b) Within ten (10) days after such demand the other party shall name an arbitrator and notify the other party of the name and address.

Grower's Initials _____